EXHIBIT B

EXHIBIT B

Electronically FILED by Superior Court of California, County of Los Angeles on 04/05/2022 12:11 PM Sherri R. Carter, Executive Officer/Clerk of Court, by R. Clifton,Deputy Clerk
22STCV11504

SUM-100

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
MICROSOFT CORPORATION, a Washington Corporation; and DOES 1 through 10, Inclusive,

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
DRAGAN ZARIC, an individual,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

*Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (*www.sucorte.ca.gov*), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.*

*Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (*www.lawhelpcalifornia.org*), en el Centro de Ayuda de las Cortes de California, (*www.sucorte.ca.gov*) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.*

The name and address of the court is:
(El nombre y dirección de la corte es): Los Angeles Superior Court-Central Dist.
111 North Hill Street
Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):
22STCV11504

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Patricio Barrera, Barrera & Assoc., 2298 E. Maple Avenue, El Segundo, California 90245; 310.802.1500

DATE: 04/05/2022
(Fecha)
Sherri R. Carter Executive Officer / Clerk of Court
Clerk, by R. Clifton, Deputy
(Secretario) *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons *(form POS-010).)*
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, *(POS-010)).*

[SEAL]

NOTICE TO THE PERSON SERVED: You are served
1. [ ] as an individual defendant.
2. [ ] as the person sued under the fictitious name of *(specify):*
3. [X] on behalf of *(specify):* Microsoft Corporation, a Washington Corporation

   under: [X] CCP 416.10 (corporation) [ ] CCP 416.60 (minor)
   [ ] CCP 416.20 (defunct corporation) [ ] CCP 416.70 (conservatee)
   [ ] CCP 416.40 (association or partnership) [ ] CCP 416.90 (authorized person)
   [ ] other *(specify):*
4. [X] by personal delivery on *(date):* 4-8-2022

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 [Rev. July 1, 2009]

SUMMONS

Code of Civil Procedure §§ 412.20, 465
www.courtinfo.ca.gov

Electronically FILED by Superior Court of California, County of Los Angeles on 04/05/2022 12:11 PM Sherri R. Carter, Executive Officer/Clerk of Court, by R. Clifton,Deputy Clerk
22STCV11504
Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Teresa Beaudet

Patricio T.D. Barrera, (SBN 149696)
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

DRAGAN ZARIC, an individual, Plaintiff, vs. MICROSOFT CORPORATION, a Washington Corporation; and DOES 1 through 10, Inclusive, Defendants.	Case No. 22STCV11504 PLAINTIFF'S COMPLAINT FOR DAMAGES ALLEGING: 1. RETALIATION (FEHA/CFRA); 2. DISABILITY DISCRIMINATION; 3. AGE DISCRIMINATION; 4. NATIONAL ORIGIN/ANCESTRY DISCRIMINATION; 5. FAILURE TO TAKE ALL REASONABLE STEPS TO PREVENT DISCRIMINATION AND RETALIATON; and 6. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY (Disability) DEMAND FOR JURY TRIAL

Plaintiff Dragan Zaric, based upon personal knowledge as to all acts or events that Plaintiff has undertaken or witnessed, and upon information and belief as to all others, alleges:

INTRODUCTION

This case is brought under California's Fair Employment and Housing Act (FEHA). Defendant Microsoft Corporation retaliated and discriminated against Plaintiff by considering

Plaintiff's disability, age, and national origin when terminating Plaintiff, retaliating against Plaintiff for making complaints of discrimination and requesting and using medical leave during his employment. Microsoft's stated reason for the termination is a pretext.

PARTIES

1. Plaintiff DRAGAN ZARIC ("Plaintiff" or "Zaric") is, and at all times herein was, an individual residing in the County of Los Angeles, State of California, and employed by Defendant Microsoft Corporation in the County of Los Angeles, State of California.

2. Defendant MICROSOFT CORPORATION ("Microsoft" or "Defendant") is and at all times herein mentioned was a Washington Corporation conducting business within the County of Los Angeles, State of California and subject to the laws of *California Government Code* §§12940 et seq. and 12900 et. seq.

3. Plaintiff is ignorant of the true names and capacities of Defendants sued as DOES 1 through 10, inclusive, and therefore sues these Defendants by such fictitious names. Plaintiff will amend this complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes, and alleges that each of the fictitiously named Defendants is responsible for the alleged occurrences and injuries to Plaintiff.

4. Plaintiff is informed, believes, and alleges that, at all times herein mentioned, Defendants, and each of them, were the agents or employees of each of the other Defendants, and in doing the things hereinafter alleged, were acting within the course and scope of such agency and/or employment and with the permission and consent of his/her co-Defendants. All of the named defendants may be collectively referred to herein as "the Microsoft Defendants."

VENUE AND JURISDICTION

5. Venue is proper under *Code of Civil Procedure* §395, and under the FEHA. Plaintiff's injuries occurred within this jurisdiction, and the actions that give rise to Plaintiff's complaint arose within this jurisdiction.

EXHAUSTION OF ADMINISTRATIVE PROCEEDINGS

6. Plaintiff exhausted his administrative remedies by filing complaints for discrimination, retaliation and related claims under California's Fair Employment and Housing Act

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(the FEHA) with the California Department of Fair Employment and Housing on March 30, 2022 and thereafter, receiving "right to sue" notifications on March 30, 2022. Thus, Plaintiff has duly exhausted all of the required administrative proceedings and now properly files this Complaint for Damages.

FACTS COMMON TO ALL CAUSES OF ACTION

Microsoft's Background

7. Defendant Microsoft Corporation is an American multinational technology corporation which produces computer software, consumer electronics, personal computers, and related services. It is best known for its Microsoft Windows line of operating systems, the Microsoft Office suite, and the Internet Explorer and Edge web browsers, along with the Xbox video game console. Microsoft routinely ranks in the top 25 companies in the Fortune 500 rankings of the largest domestic corporations by total annual revenue and globally, it is one of the largest software makers by revenue. It is considered one of the "Big Five" American information technology companies. In April 2019, Microsoft reached the trillion-dollar market cap, becoming the third U.S. public company to be valued at over $1 trillion. As of 2020, Microsoft has the third-highest global brand valuation of any company.

8. Microsoft operates nationally and globally, with multiple "campuses" worldwide. Its campus in Mountain View, California houses thousands of Microsoft employees, with plans to further expand that campus on a significant scale. Microsoft employs thousands of employees throughout California, including within Los Angeles County.

9. Microsoft is, and at all relevant times was, a covered employer under the FEHA, codified at *California Government Code* § 12926(d). As alleged below, Microsoft placed Profits Over Older People ("POOP") when terminating Plaintiff. Microsoft therefore has engaged in POOP.

Plaintiff's Background

10. Plaintiff Dragan Zaric is a 61 year-old individual who was first employed by Microsoft in or about July of 2018. Plaintiff was born in Serbia and attended the University of Belgrade, where he attained a masters degree in Electrical, Electronics, and Communications

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Engineering. He speaks English as his second language and with an accent. He immigrated to the United States in 1989.

11. Plaintiff was hired and worked for Microsoft as an Account Delivery Executive ("ADE"). At all times during Plaintiff's 3½ years of employment with Microsoft, Plaintiff performed his duties and responsibilities in a positive and exemplary manner. Plaintiff threw himself into his work at Microsoft, regularly working long hours to ensure that his work was completed and his project timelines, budgeting, and revenue forecasts were met.

12. Prior to joining Microsoft, Plaintiff worked for many years with other information technology and/or software companies, where he specialized in customer solutions project sales and implementation. Plaintiff's continued success in his field led to Microsoft's pursuit of him as a candidate for employment. Plaintiff ultimately accepted his ADE position at Microsoft pursuant to a lucrative offer of salary and company stock options.

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Facts Establishing Plaintiff's Protected Activity and Defendants' Wrongful, Discriminatory, Retaliatory, and Illegal Conduct Giving Rise to This Complaint.

13. Because of his initial success in his work for Microsoft, Plaintiff was assigned to a large, strategic pursuit for Microsoft's corporate customer, Wells Fargo, for which Microsoft had budgeted $8 million in service revenue. In 2019 and continuing through the third quarter of 2020, Plaintiff's work efforts and performance were primarily focused on the Wells Fargo project. Plaintiff worked tirelessly for nearly a full year with the Microsoft account team to define, scope and propose the services engagement to Wells Fargo before the deal could be confirmed and finalized. Plaintiff and his team were finally able to finalize the terms of Microsoft's contract with Wells Fargo in June of 2020.

14. As a result of the intensive focus on the presale efforts for the Wells Fargo project, Plaintiff's billable utilization during 2019 and the first half of 2020 was artificially low, as he did not have the opportunity to work on many other billable projects during that time. However, Plaintiff's manager during that period, Tracy Kasemeier, understood and memorialized in Plaintiff's performance reviews that, although some of Plaintiff's performance metrics in the first quarter of 2020 were low, this was directly attributable to the substantial pre-sale work-up he had been required

to perform on the Wells Fargo project, and the non-billable time invested by Plaintiff on the project would ultimately generate substantial revenue for Microsoft once the Wells Fargo project entered its billable phase. In that regard, Kasemeier approved of the relative short-term investment of Plaintiff's non-billable time in favor of the long-term financial benefit that Microsoft would reap from the project. Plaintiff also expected to earn substantial incentive compensation in his work for Microsoft once the Wells Fargo project entered its billable phase and began providing its 7-figure revenue stream to Microsoft. The Wells Fargo project ultimately entered its billable phase in July of 2020.

15. In or about the end of May of 2020, Kasemeier moved to another position and ceased being Plaintiff's manager.

16. Unfortunately, as it happens to many older workers, Plaintiff's body started to break down. In August of 2020, approximately one month after the Wells Fargo project that Plaintiff had been ramping up for over a year entered its billable phase, Plaintiff was diagnosed with a life-threatening heart condition that required him to promptly undergo surgery to correct it. After his diagnosis, Plaintiff informed Microsoft's Management and Human Resources about Plaintiff's disability and his need for time off to receive medical treatment.

17. In or about September of 2020, Plaintiff informed his managers at Microsoft that he would be undergoing open heart surgery in October 2020 and that he would require time off from work for medical treatment and recovery. At the time Plaintiff disclosed his disability to Microsoft, Plaintiff was and had been a loyal, productive member of the Microsoft team.

18. In or about early September of 2020, and just prior to Plaintiff undergoing open heart surgery, Microsoft assigned a new manager, Jim Lutz ("Lutz"), as the supervisor of Plaintiff's team, and Plaintiff began reporting to Lutz.

19. In October of 2020, Plaintiff took medical leave to undergo open heart surgery. In connection with Plaintiff taking medical leave, Lutz brought over one of Plaintiff's peers, a younger, American-born male with no known disabilities or significant health history, allegedly to fill in for Plaintiff on the Wells Fargo account while Plaintiff was on disability leave. Plaintiff timely and properly completed all his milestones on the Wells Fargo project prior to going on disability leave.

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20. At the end of November 2020, approximately six (6) weeks after undergoing heart surgery, Plaintiff returned to work from his medical leave. Plaintiff returned to work earlier than expected and against his own doctor's recommendations in order to resume his work on the Wells Fargo project as quickly as possible.

21. Despite Plaintiff's steadfast dedication to the Wells Fargo project and his exemplary performance in advancing that project prior to his medical leave, when Plaintiff returned to work from leave, Lutz informed Plaintiff that he had been taken off Wells Fargo account "because [his] successor was a better fit." The individual Lutz assigned as Plaintiff's successor on the Wells Fargo account, the substantially younger American-born worker with no known disabilities that had been covering the account during Plaintiff's disability leave, was a close friend of Lutz's.

22. Plaintiff profoundly disagreed with Lutz's discriminatory decision to take him off an account he had been working on and developing for 2 ½ years, and reasonably believed that Lutz's decision to do so was wrongful and the result of discriminatory and retaliatory animus against him. Lutz's decision to remove Plaintiff from the Wells Fargo account also negatively impacted Plaintiff financially, as Plaintiff would no longer receive his bonus for the revenue that was ultimately achieved on the account, which was the result of the years of Plaintiff's hard work on the account to finalize the deal and get the project successfully underway.

23. Plaintiff asked Lutz for a detailed explanation of why he was taken off the Wells Fargo account. Lutz took nearly a month to respond with his justification, which consisted of only generalized unsupported and false statements criticizing Plaintiff's performance. Prior to Lutz becoming Plaintiff's manager, Plaintiff consistently received praise for his performance at Microsoft. Plaintiff responded to Lutz to push back on the misrepresentations made by Lutz and denied the false claims Lutz had made regarding his prior job performance

24. In the ensuing months, Lutz then proceeded to outwardly display animosity toward Plaintiff, continually and unjustifiably scrutinizing and criticizing his performance, while also harassing Plaintiff and humiliating him at any sign of a possible challenge being presented on one of his accounts/projects.

25. At the beginning of March 2021, almost two months before the next performance

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review cycle, Lutz called Plaintiff to state that Plaintiff would be receiving a very poor performance review because his billable utilization was low and that it was best for Plaintiff to look for another job. However, Lutz had only assigned Plaintiff to one active project after his return from medical leave, and as a result, there was no way for Plaintiff to improve his utilization metric without being provided additional work. Lutz's veiled retaliatory threat of termination to Plaintiff placed Plaintiff in a state of substantial physical and emotional distress.

26. For Plaintiff's April 2021 performance review Lutz first attempted to give Plaintiff a poor review that was false and pretextual. Plaintiff complained about the review to the manager above Lutz, Chris McCarthy ("McCarthy"), indicating that Lutz was placing false information in his review to purposely drag down his performance rating and that he was being wrongfully targeted by Lutz. Only after Plaintiff escalated the issue to McCarthy did Lutz given Plaintiff a slightly better review.

27. Plaintiff continued to perform in exemplary fashion from April 2021 to September 2021, and Plaintiff's results and business impact were noted in his September 2021 performance review report. However, Lutz remained intent on giving Plaintiff a poor performance review, and in pursuit of that goal, Lutz fabricated two incidents to drag down Plaintiff's performance rating and gave Plaintiff an "Insufficient Results" review. Lutz improperly gave Plaintiff a "zero rewards" review, which deprived Plaintiff of merit-based incentive compensation and impaired Plaintiff's ability to migrate to other positions within Microsoft.

28. Plaintiff again rejected Lutz's review of his performance and the intentional mischaracterizations Lutz included in it. Plaintiff again complained about the review to Lutz's manager, McCarthy, who rejected Plaintiff's concerns.

29. Plaintiff escalated his complaints regarding Lutz's wrongful review of his performance to Microsoft's Human Resources. Plaintiff registered a formal Rebuttal Letter in the HR system that documented his complaints. In connection with his rebuttal, Plaintiff also initiated a complaint of discrimination with Microsoft's HR. However, HR conducted a perfunctory and inadequate investigation, whereupon it concluded that Plaintiff had not been subjected to discrimination.

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30. Plaintiff continued to deliver a great performance after September 2021, which was again documented on the draft he received of his January 2022 performance review. Plaintiff exceeded his goals and metrics, which was documented during the course of his 1-to-1 meetings with Lutz. Lutz made no requests for improvement by Plaintiff during that period. At no point while Lutz was acting as Plaintiff's manager did he ever place Plaintiff on a performance improvement plan or other such performance action plan.

31. Plaintiff was scheduled to meet telephonically with Lutz on January 27, 2022 regarding his January 2022 performance review. In furtherance of that meeting, Plaintiff prepared a very detailed report of his performance outlining his great results and impact, which included overwhelmingly positive feedback from the Microsoft internal stakeholders with whom Plaintiff had been working regularly.

32. On January 27, 2022, Lutz joined the telephone meeting with Plaintiff accompanied by a Microsoft HR representative, and abruptly proceeded to terminate Plaintiff, allegedly for his performance not meeting "minimum performance standards," but without ever discussing Plaintiff's January 2022 performance review. Plaintiff's call with Lutz and HR lasted less than five (5) minutes. Lutz and Microsoft wrongfully terminated Plaintiff, based on his disability, his age, his national origin/ancestry, his complaints, and his requests for and use of medical leave.

33. By wrongfully giving Plaintiff zero rewards and poor performance reviews, Lutz impaired the possibility of Plaintiff transferring to another job within Microsoft and otherwise advancing within the company, which was known to Lutz at all relevant times. Plaintiff had interviewed for several open positions within Microsoft and was given an initial offer for another position, only to have the offer retracted after the hiring manager discovered that Plaintiff had been flagged as "ineligible for transfer."

34. Plaintiff was terminated from his employment for false and pretextual reasons. Lutz premised his decision to terminate Plaintiff on his claim of Plaintiff's poor performance, which was known by Lutz to be untrue at all relevant times. The truth is that Microsoft, through Lutz, considered Plaintiff's age, disability, and national origin in making the termination decision. In fact, Microsoft has retained, and/or has hired, less qualified, substantially younger, non-disabled workers

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to perform Plaintiff's job duties. Similarly situated employees, who are substantially younger than Plaintiff and who were not dealing with a disability and/or requesting medical leave, were not fired. Microsoft was considering the long-term financial interests of the Company without paying any regard to Plaintiff's civil rights when Microsoft wrongfully terminated Plaintiff.

35. Plaintiff's disability, age, national origin/ancestry, request for and use of medical leave, and complaints of discrimination against Lutz were separately or together a substantial motivating reason for Microsoft's decision to terminate Plaintiff from his job after 3+ years at Microsoft Corporation. Defendants' actions, as alleged herein, constitute unlawful discrimination and retaliation, in violation of California statutory and tort law. Defendants' actions, as alleged herein, have caused harm to Plaintiff as set forth in greater detail below and as will be established in greater detail at the time of trial.

36. As a result of being wrongfully terminated for discriminatory and/or retaliatory reasons, Plaintiff has lost wages and his compensation package including important medical and health insurance benefits, and the like. Plaintiff has suffered financial distress. Plaintiff lost his dignity and self-esteem, and has experienced physical injury, illness, and emotional distress as a result of Defendants' wrongful conduct as described herein.

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FIRST CAUSE OF ACTION
RETALIATION (FEHA/CFRA)
(As Against Defendant Microsoft Corporation; and DOES 1 through 10)

37. Plaintiff hereby incorporates and realleges by reference all paragraphs enumerated above and each and every part thereof, of this Complaint, with the same force and effect as though set forth at length herein.

38. The FEHA bans retaliation against an individual that complains of discrimination and against an individual with a disability who requests time off because of a disability. *Gov't Code* §12940(h) & (m)(2). Further, the CFRA bans discrimination and retaliation against an employee that requests and/or uses medical leave. *Gov't Code* §12945.2(k). California law recognizes that employers such as Microsoft may not retaliate against an employee because the employee complained of discrimination, took time off from work in the form of a reasonable accommodation and/or approved medical leave, or requested to be reasonably accommodated and/or to take medical

leave.

39. The retaliatory actions of Defendant Microsoft against Plaintiff, as more fully set forth above, include retaliation against Plaintiff because Plaintiff complained regarding the discrimination against him by his supervisor Jim Lutz, and exercised his right to request time off from work to care for and recover from his disability (heart surgery). Plaintiff had a target on his back and was a candidate for retaliation after first being diagnosed with a heart condition and taking time off from work to have and recover from heart surgery, followed by his later complaints regarding the discrimination being perpetrated against him by his biased supervisor. Plaintiff was protected from retaliation under the FEHA and CFRA.

40. Plaintiff experienced retaliation in violation of the FEHA, codified in California Government Code §12940(h) & (m)(2), because he was subjected to adverse employment actions after he complained regarding discrimination being perpetrated against him by his supervisor, he notified Microsoft of his disability, and he requested reasonable accommodations, including time off from work to care for and recover from his disability, and the right to return to work.

41. Plaintiff experienced retaliation in violation of the CFRA, codified in California Government Code §12945.2(k) because he requested and took medical leave as authorized under the statute and was subjected to discrimination and adverse employment actions by Microsoft in response.

42. As a proximate result of the acts of Defendant, as described above, Plaintiff suffered economic damages, including lost wages and benefits, and other compensatory damages in an amount to be ascertained at the time of trial.

43. As a further proximate result of the aforementioned acts of Defendant, Plaintiff has suffered humiliation, mental anguish, anxiety, stress, depression, and emotional and physical distress, and has been injured in body and mind all to Plaintiff's damage in an amount to be ascertained at the time of trial. As a proximate result of the acts of Defendant, as alleged above, Plaintiff has suffered physical and mental injuries and has necessarily expended sums in the treatment of such injuries, all to Plaintiff's damage in an amount to be ascertained at the time of trial. As a further proximate result of the acts of Defendant, as alleged above, Plaintiff will necessarily

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continue to expend sums in the future for the treatment of the physical, emotional and mental injuries sustained by Plaintiff as a result of said Defendant's acts in an amount to be ascertained at the time of trial.

44. As a direct and proximate result of the above-described acts of Defendant, Plaintiff has necessarily incurred attorney's fees and costs and, pursuant to the provisions codified in California Government Code Section 12965(b), Plaintiff is entitled to the reasonable value of such attorney's fees.

45. The above-described unlawful conduct of Defendant, which was perpetrated, authorized, and/or ratified by its officer(s), director(s), and/or managing agent(s), was willful, intentional, and malicious and done with the intent to vex, injure and annoy Plaintiff; and was done in conscious disregard of Plaintiff's rights, and, thus, warrant the imposition of exemplary and punitive damages in an amount sufficient to punish said Defendant and to deter others from engaging in similar despicable conduct.

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SECOND CAUSE OF ACTION
DISABILITY DISCRIMINATION (FEHA)
(As Against Defendant Microsoft Corporation; and DOES 1 through 10)

46. Plaintiff incorporates and realleges by reference all previous paragraphs, and each and every part thereof, of this Complaint, with the same force and effect as though set forth at length herein.

47. California Government Code § 12940(a) provides in pertinent part that, "It shall be an unlawful employment practice . . . [f]or an employer, because of . . . physical disability. . .medical condition… to discharge the person from employment . . . or to discriminate against the person . . . in terms, conditions, or privileges of employment."

48. As of 2020, Plaintiff suffered from a qualified disability, a heart condition, which required surgery and medical leave. Plaintiff disclosed his disability to his employer, Microsoft. After Plaintiff disclosed his heart condition and need associated need for surgery to Microsoft, and then took medical leave in order to undergo and recover from surgery, Plaintiff was harassed and subjected to undue scrutiny and false criticism by his biased supervisor, and was ultimately terminated from his employment with Microsoft for a false and pretextual reason. This Cause of

Action stems from Defendant's discriminatory termination of Plaintiff after Plaintiff disclosed his disability, and took medical leave, during which he received care for it.

49. As a proximate result of the acts of Defendant, as described above, Plaintiff suffered economic damages, including lost wages and benefits, and other compensatory damages in an amount to be ascertained at the time of trial.

50. As a further proximate result of the aforementioned acts of Defendant, Plaintiff has suffered humiliation, mental anguish, anxiety, stress, depression, and emotional and physical distress, and has been injured in body and mind all to Plaintiff's damage in an amount to be ascertained at the time of trial. As a proximate result of the acts of Defendant, as alleged above, Plaintiff has suffered physical and mental injuries and has necessarily expended sums in the treatment of such injuries, all to Plaintiff's damage in an amount to be ascertained at the time of trial. As a further proximate result of the acts of Defendant, as alleged above, Plaintiff will necessarily continue to expend sums in the future for the treatment of the physical, emotional and mental injuries sustained by Plaintiff as a result of said Defendant's acts in an amount to be ascertained at the time of trial.

51. As a direct and proximate result of the above-described acts of Defendant, Plaintiff has necessarily incurred attorney's fees and costs and, pursuant to the provisions codified in California Government Code Section 12965(b), Plaintiff is entitled to the reasonable value of such attorney's fees.

52. The above-described unlawful conduct of Defendant, which was perpetrated, authorized, and/or ratified by its officer(s), director(s), and/or managing agent(s), was willful, intentional, and malicious and done with the intent to vex, injure and annoy Plaintiff; and was done in conscious disregard of Plaintiff's rights, and, thus, warrant the imposition of exemplary and punitive damages in an amount sufficient to punish said Defendant and to deter others from engaging in similar despicable conduct.

THIRD CAUSE OF ACTION
AGE DISCRIMINATION (FEHA)
(As Against Defendant Microsoft Corporation; and DOES 1 through 10)

53. Plaintiff incorporates and realleges by reference all previous paragraphs, and each

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and every part thereof, of this Complaint, with the same force and effect as though set forth at length herein.

54. Defendant Microsoft is an "employer" within the meaning of and subject to *California Government Code*§ 12900 et seq., commonly referred to as the *California Fair Employment and Housing Act* ("FEHA").

55. *California Government Code* § 12940(a) provides in pertinent part that, "It shall be an unlawful employment practice . . . [f]or an employer, because of . . . age. . . to discharge the person from employment . . . or to discriminate against the person . . . in terms, conditions, or privileges of employment." This Cause of Action stems from Defendant's discriminatory termination of Plaintiff's employment by Defendants due to Plaintiff's age. Plaintiff was 61 years old, and protected from discrimination based on his age, at the time his employment was terminated.

56. California has a strong public policy interest in protecting employees that work in California from discrimination on account of age. For instance, Government Code §12941 provides as follows: "The Legislature further reaffirms and declares its intent that the courts interpret the state's statute prohibiting age discrimination in employment broadly and vigorously . . . and with the goal of not only protecting older workers as individuals, but also of protecting older workers as a group, since they face unique obstacles in the later phases of their careers."

57. California law also recognizes that the use of salary as the basis for differentiating between employees when terminating employment may be found to constitute age discrimination. Govt. Code §12941.

58. Defendants elected to terminate Plaintiff, a hard-working, higher salaried and older employee. During his employment with Microsoft while he was on disability leave, the primary project toward which Plaintiff had dedicated years of effort was reassigned to a substantially younger employee, who then kept the project after Plaintiff returned from disability leave. After Plaintiff was terminated from his employment, his duties and responsibilities were given to substantially younger employees. Similarly situated employees, who are substantially younger than Plaintiff, were not fired and did not have their job performance subjected to the undue scrutiny and false criticism Plaintiff was forced to endure. Defendants proceeded to recruit and hire replacement

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workers as Account Delivery Executives who are believed to be substantially younger than Plaintiff. Thus, the stated reason is pretextual.

59. The discriminatory actions of Defendants against Plaintiff, including, but not limited to terminating Plaintiff from Plaintiff's employment due to Plaintiff's age, constitute unlawful discrimination based on age in violation of FEHA, codified in *California Government Code* § 12940(a).

60. As a proximate result of the acts of Defendants, as described above, Plaintiff suffered economic damages, including lost wages and benefits, and other compensatory damages in an amount to be ascertained at the time of trial.

61. As a further proximate result of the aforementioned acts of Defendants, and each of them, as alleged above, Plaintiff has suffered humiliation, mental anguish, anxiety, stress, depression, and emotional and physical injury or illness, and has been injured in body and mind all to Plaintiff's damage in an amount to be ascertained at the time of trial. As a proximate result of the acts of Defendants, and each of them, as alleged above, Plaintiff has suffered physical and mental injuries and has necessarily expended sums in the treatment of such injuries, all to Plaintiffs damage in an amount to be ascertained at the time of trial. As a further proximate result of the acts of Defendants, and each of them, inclusive, and each of them, as alleged above, Plaintiff will necessarily continue to expend sums in the future for the treatment of the physical, emotional and mental injuries sustained by Plaintiff as a result of said Defendants' acts in an amount to be ascertained at the time of trial.

62. As a direct and proximate result of the above-described acts of Defendants, Plaintiff has necessarily incurred attorney's fees and costs and, pursuant to the provisions of *California Government Code* §12965(b), Plaintiff is entitled to the reasonable value of such attorney's fees and costs.

63. The above-described unlawful conduct of Defendant, which was perpetrated, authorized, and/or ratified by its officer(s), director(s), and/or managing agent(s), was willful, intentional, and malicious and done with the intent to vex, injure and annoy Plaintiff; and was done in conscious disregard of Plaintiff's rights, and, thus, warrant the imposition of exemplary and

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punitive damages in an amount sufficient to punish said Defendant and to deter others from engaging in similar despicable conduct.

FOURTH CAUSE OF ACTION
NATIONAL ORIGIN/ANCESTRY DISCRIMINATION (FEHA)
(As Against Defendant Microsoft Corporation; and DOES 1 through 10)

64. The allegations set forth in the foregoing paragraphs are realleged and incorporated herein by reference.

65. California law prohibits discrimination in the workplace, including discrimination against workers on the basis of their national origin, or ancestry. The FEHA protects workers who have been treated unfairly or were the victims of national origin/ancestry discrimination. As set forth in greater detail above, Defendants are charged with discriminating against Plaintiff and using Plaintiff's Serbian national origin/ancestry as a motivating factor in the termination of Plaintiff. Plaintiff has requested and received "right-to-sue" notices from the Department of Fair Employment and Housing under the FEHA to sue Defendants for discrimination on the basis of national origin/ancestry. As alleged above, Microsoft treated Plaintiff differently than his peers and other employees when it came to performance evaluations of similarly situated employees.

66. Plaintiff is informed and believes and thereon alleges that the stated reason for his termination was pretextual and that a motivating factor in his wrongful termination by Defendants was discrimination on the basis of Plaintiff's national origin/ancestry.

67. The discriminatory actions of Defendants against Plaintiff, including, but not limited to terminating Plaintiff from Plaintiff's employment due to Plaintiff's national origin/ancestry, constitute unlawful discrimination based on national origin/ancestry in violation of FEHA, codified in *California Government Code* § 12940(a).

68. As a proximate result of the acts of Defendants, as described above, Plaintiff suffered economic damages, including lost wages and benefits, and other compensatory damages in an amount to be ascertained at the time of trial.

69. As a further proximate result of the aforementioned acts of Defendants, and each of them, as alleged above, Plaintiff has suffered humiliation, mental anguish, anxiety, stress, depression, and emotional and physical injury or illness, and has been injured in body and mind all

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to Plaintiff's damage in an amount to be ascertained at the time of trial. As a proximate result of the acts of Defendants, and each of them, as alleged above, Plaintiff has suffered physical and mental injuries and has necessarily expended sums in the treatment of such injuries, all to Plaintiffs damage in an amount to be ascertained at the time of trial. As a further proximate result of the acts of Defendants, and each of them, inclusive, and each of them, as alleged above, Plaintiff will necessarily continue to expend sums in the future for the treatment of the physical, emotional and mental injuries sustained by Plaintiff as a result of said Defendants' acts in an amount to be ascertained at the time of trial.

70. As a direct and proximate result of the above-described acts of Defendants, Plaintiff has necessarily incurred attorney's fees and costs and, pursuant to the provisions of *California Government Code* §12965(b), Plaintiff is entitled to the reasonable value of such attorney's fees and costs.

71. The above-described unlawful conduct of Defendant, which was perpetrated, authorized, and/or ratified by its officer(s), director(s), and/or managing agent(s), was willful, intentional, and malicious and done with the intent to vex, injure and annoy Plaintiff; and was done in conscious disregard of Plaintiff's rights, and, thus, warrant the imposition of exemplary and punitive damages in an amount sufficient to punish said Defendant and to deter others from engaging in similar despicable conduct.

FIFTH CAUSE OF ACTION
FAILURE TO TAKE ALL REASONABLE STEPS TO PREVENT DISCRIMINATION IN VIOLATION OF CALIFORNIA GOVERNMENT CODE § 12940(k)

(As Against Defendant Microsoft Corporation; and DOES 1 through 10)

72. Plaintiff hereby incorporates by this reference as if fully set forth herein, each and every allegation set forth in each and every averment of Paragraphs set forth above in this Complaint.

73. California Government Code Section 12940(k)(the FEHA) makes it an illegal practice for an employer "to fail to take all reasonable steps necessary to prevent discrimination and harassment from occurring."

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74. As alleged above, Microsoft's management retaliated against Plaintiff and discriminated against Plaintiff shortly after learning of Plaintiff's disability and Plaintiff taking medical leave, as well as after Plaintiff's complaints regarding discrimination against him by his biased supervisor. Instead of protecting an older, foreign-born worker with a disability, as required by law and by Microsoft's policies, Microsoft failed to take all reasonable steps necessary to prevent discrimination and retaliation from occurring.

75. Microsoft's failure to take all reasonable steps necessary to prevent discrimination and retaliation against Plaintiff, and terminating Plaintiff from his employment for false and pretextual reasons, and terminating Plaintiff because of his disability, his requests for and taking of medical leave, and his complaints regarding discrimination constitutes a failure on the part of Defendant Microsoft to take all steps necessary to prevent discrimination in the workplace, in violation of the California Fair Employment and Housing Act (FEHA), codified in California Government Code Section 12940(k).

76. As a proximate result of the acts of Defendant, and each of them, as described above, Plaintiff suffered economic damages, including lost wages and benefits, and other compensatory damages in an amount to be ascertained at the time of trial.

77. As a further proximate result of the aforementioned acts of Defendant, and each of them, Plaintiff has suffered humiliation, mental anguish, anxiety, stress, depression, and emotional and physical distress, and has been injured in body and mind all to Plaintiff's damage in an amount to be ascertained at the time of trial. As a proximate result of the acts of Defendant, as alleged above, Plaintiff has suffered physical and mental injuries and has necessarily expended sums in the treatment of such injuries, all to Plaintiff's damage in an amount to be ascertained at the time of trial. As a further proximate result of the acts of Defendant, as alleged above, Plaintiff will necessarily continue to expend sums in the future for the treatment of the physical, emotional and mental injuries sustained by Plaintiff as a result of said Defendant's acts in an amount to be ascertained at the time of trial.

78. As a direct and proximate result of the above-described acts of Defendant, Plaintiff has necessarily incurred attorney's fees and costs and, pursuant to the provisions codified in

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California Government Code Section 12965(b), Plaintiff is entitled to the reasonable value of such attorney's fees.

79. The above-described unlawful conduct of Defendant, which was perpetrated, authorized, and/or ratified by its officer(s), director(s), and/or managing agent(s), was willful, intentional, and malicious and done with the intent to vex, injure and annoy Plaintiff; and was done in conscious disregard of Plaintiff's rights, and, thus, warrant the imposition of exemplary and punitive damages in an amount sufficient to punish said Defendant and to deter others from engaging in similar despicable conduct.

SEVENTH CAUSE OF ACTION
WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY
(As Against Defendant Microsoft Corporation; and DOES 1 through 10)

80. Plaintiff incorporates and realleges by reference all previous paragraphs, and each and every part thereof, of this Complaint, with the same force and effect as though set forth at length herein.

81. Under California law, no employee, whether they are an at-will employee, or an employee under a written or other employment contract, can be terminated for a reason or reasons that are in violation of fundamental public policies. California Courts have interpreted a fundamental public policy to be any articulable constitutional, or statutory provision, or regulation that is concerned with a matter effecting society at large rather than a purely personal or proprietary interest of the employee or the employer. The public policy must be fundamental, substantial, and well established at the time of discharge. California recognizes a public policy prohibiting age discrimination, disability discrimination, and national origin/ancestry discrimination in the workplace. This public policy is codified in the FEHA (*California Government Code* §12940 et seq.). California also recognizes a public policy prohibiting retaliation against employees for requesting and/or taking medical leave and for making complaints regarding discrimination in the workplace. This public policy is codified in the FEHA (*California Government Code* §12940 et seq.) and the CFRA (*California Government Code* § 12945.2 et seq.). It is a violation of California's public policy against discrimination and retaliation of any type or form, to terminate an employee for one or more unlawful reasons, as it is to terminate an older, foreign-born worker once that older

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worker is diagnosed with a disability that is known to the employer and the worker has requested and taken medical leave and complained about discrimination against him in the workplace, as is the case here.

82. Defendants named in this cause of action, and all DOE Defendants, and each of them, discriminated against Plaintiff due to Plaintiffs age, disability, and/or national origin, and terminated Plaintiff in violation of public policy, by terminating Plaintiff because of Plaintiffs age, disability, national origin/ancestry, requests for medical leave/reasonable accommodation, use of medical leave, and/or complaints of discrimination in the workplace, which is barred under the FEHA and the CFRA, as codified in *California Government Code* §§ 12900 et seq. and 12945.2 et seq. As alleged above, Defendants considered Plaintiff's age, disability, national origin/ancestry, requests for medical leave/reasonable accommodation, use of medical leave, and/or complaints of discrimination in the workplace when terminating Plaintiff based on pretextual reasons.

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83. As a proximate result of the acts of Defendants, as described above, Plaintiff suffered economic damages, including lost wages and benefits, and other compensatory damages in an amount to be ascertained at the time of trial.

84. As a further proximate result of the aforementioned acts of Defendants, and each of them, as alleged above, Plaintiff has suffered humiliation, mental anguish, and emotional and physical distress, and has been injured in body and mind all to Plaintiffs damage in an amount to be ascertained at the time of trial. As a proximate result of the acts of Defendants, as alleged above, Plaintiff has suffered physical and mental injuries and has necessarily expended sums in the treatment of such injuries, all to Plaintiffs damage in an amount to be ascertained at the time of trial. As a further proximate result of the acts of Defendants, and each of them, as alleged above, Plaintiff will necessarily continue to expend sums in the future for the treatment of the physical, emotional and mental injuries sustained by Plaintiff as a result of said Defendants' acts in an amount to be ascertained at the time of trial.

85. The above-described unlawful conduct of Defendant, which was perpetrated, authorized, and/or ratified by its officer(s), director(s), and/or managing agent(s), was willful, intentional, and malicious and done with the intent to vex, injure and annoy Plaintiff; and was done

in conscious disregard of Plaintiff's rights, and, thus, warrant the imposition of exemplary and punitive damages in an amount sufficient to punish said Defendant and to deter others from engaging in similar despicable conduct.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief and for Judgment against Defendants, and each of them, to be determined by a jury, as follows:

For all Causes of Action,

1. General damages in an amount according to proof, but in excess of the minimum jurisdiction of this court;
2. For special damages in an amount according to proof, but in the excess of the minimum jurisdiction of this court, to compensate the Plaintiff for Plaintiff's loss of past and future earnings, and all damages flowing from Plaintiff's loss of earnings, loss of job security, failure to properly advance within Plaintiff's career, damage to Plaintiff's reputation; and for loss of all future earnings and benefits and job promotions and privileges Plaintiff would have had;
3. For consequential economic loss; but for the wrongful termination.
4. For all costs and disbursements incurred in this suit;
5. For all interest as allowed by law;
6. Where available and proper for attorneys' fees and costs incurred pursuing this Complaint against Defendants;
7. For all emotional distress damages that properly compensate Plaintiff for Plaintiff's pain and suffering as a result of Defendants' actions as fully described in this Complaint for damages;
8. For Injunctive Relief and Declaratory Relief in Accordance with Law;
9. For all applicable and appropriate exemplary and punitive damages; and,
10. All other relief the Court deems proper and appropriate.

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DATED: April 5, 2022

BARRERA & ASSOCIATES

By: [signature]
Patricio Barrera
Jeremy H. Herwitt
Attorneys for Plaintiff Dragan Zaric

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury.

DATED: April 5, 2022

BARRERA & ASSOCIATES

By: [signature]
Patricio Barrera
Jeremy H. Herwitt
Attorneys for Plaintiff Dragan Zaric

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Electronically FILED by Superior Court of California, County of Los Angeles on 04/05/2022 12:11 PM Sherri R. Carter, Executive Officer/Clerk of Court, by R. Clifton,Deputy Clerk
22STCV11504

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, State Bar number, and address)*:
Barrera & Associates; Patricio T.D. Barrera (SBN 149696)
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TELEPHONE NO.: (310) 802-1500 FAX NO. *(Optional)*: (310) 802-0500
E-MAIL ADDRESS: barrera@BAattorneys.com
ATTORNEY FOR *(Name)*: Plaintiff Dragan Zaric

FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: 111 North Hill Street
MAILING ADDRESS: 111 North Hill Street
CITY AND ZIP CODE: Los Angeles, CA 90012
BRANCH NAME: Central

CASE NAME:
Dragan Zaric v. Microsoft Corporation

CIVIL CASE COVER SHEET		Complex Case Designation	CASE NUMBER: 22STCV11504
[X] Unlimited (Amount demanded exceeds $25,000)	[ ] Limited (Amount demanded is $25,000 or less)	[ ] Counter [ ] Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	JUDGE: DEPT.:

Items 1–6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort
- [ ] Auto (22)
- [ ] Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
- [ ] Asbestos (04)
- [ ] Product liability (24)
- [ ] Medical malpractice (45)
- [ ] Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
- [ ] Business tort/unfair business practice (07)
- [ ] Civil rights (08)
- [ ] Defamation (13)
- [ ] Fraud (16)
- [ ] Intellectual property (19)
- [ ] Professional negligence (25)
- [ ] Other non-PI/PD/WD tort (35)

Employment
- [X] Wrongful termination (36)
- [ ] Other employment (15)

Contract
- [ ] Breach of contract/warranty (06)
- [ ] Rule 3.740 collections (09)
- [ ] Other collections (09)
- [ ] Insurance coverage (18)
- [ ] Other contract (37)

Real Property
- [ ] Eminent domain/Inverse condemnation (14)
- [ ] Wrongful eviction (33)
- [ ] Other real property (26)

Unlawful Detainer
- [ ] Commercial (31)
- [ ] Residential (32)
- [ ] Drugs (38)

Judicial Review
- [ ] Asset forfeiture (05)
- [ ] Petition re: arbitration award (11)
- [ ] Writ of mandate (02)
- [ ] Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
- [ ] Antitrust/Trade regulation (03)
- [ ] Construction defect (10)
- [ ] Mass tort (40)
- [ ] Securities litigation (28)
- [ ] Environmental/Toxic tort (30)
- [ ] Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
- [ ] Enforcement of judgment (20)

Miscellaneous Civil Complaint
- [ ] RICO (27)
- [ ] Other complaint *(not specified above)* (42)

Miscellaneous Civil Petition
- [ ] Partnership and corporate governance (21)
- [ ] Other petition *(not specified above)* (43)

2. This case [ ] is [X] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. [ ] Large number of separately represented parties
   b. [ ] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. [ ] Substantial amount of documentary evidence
   d. [ ] Large number of witnesses
   e. [ ] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. [ ] Substantial postjudgment judicial supervision
3. Remedies sought *(check all that apply)*: a. [X] monetary b. [X] nonmonetary; declaratory or injunctive relief c. [X] punitive
4. Number of causes of action *(specify)*: SIX
5. This case [ ] is [X] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

Date: April 5, 2022
Patricio Barrera
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE
- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than $25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort
- Auto (22)–Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/ Property Damage/Wrongful Death) Tort
- Asbestos (04)
  - Asbestos Property Damage
  - Asbestos Personal Injury/ Wrongful Death
- Product Liability *(not asbestos or toxic/environmental)* (24)
- Medical Malpractice (45)
  - Medical Malpractice–Physicians & Surgeons
- Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
  - Premises Liability (e.g., slip and fall)
  - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
  - Intentional Infliction of Emotional Distress
  - Negligent Infliction of Emotional Distress
  - Other PI/PD/WD

Non-PI/PD/WD (Other) Tort
- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
  - Legal Malpractice
  - Other Professional Malpractice *(not medical or legal)*
- Other Non-PI/PD/WD Tort (35)

Employment
- Wrongful Termination (36)
- Other Employment (15)

Contract
- Breach of Contract/Warranty (06)
  - Breach of Rental/Lease Contract *(not unlawful detainer or wrongful eviction)*
  - Contract/Warranty Breach–Seller Plaintiff *(not fraud or negligence)*
  - Negligent Breach of Contract/ Warranty
  - Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
  - Collection Case–Seller Plaintiff
  - Other Promissory Note/Collections Case
- Insurance Coverage *(not provisionally complex)* (18)
  - Auto Subrogation
  - Other Coverage
- Other Contract (37)
  - Contractual Fraud
  - Other Contract Dispute

Real Property
- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
  - Writ of Possession of Real Property
  - Mortgage Foreclosure
  - Quiet Title
  - Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer
- Commercial (31)
- Residential (32)
- Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review
- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
  - Writ–Administrative Mandamus
  - Writ–Mandamus on Limited Court Case Matter
  - Writ–Other Limited Court Case Review
- Other Judicial Review (39)
  - Review of Health Officer Order
  - Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)
- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment
- Enforcement of Judgment (20)
  - Abstract of Judgment (Out of County)
- Confession of Judgment *(non-domestic relations)*
- Sister State Judgment
- Administrative Agency Award *(not unpaid taxes)*
- Petition/Certification of Entry of Judgment on Unpaid Taxes
- Other Enforcement of Judgment Case

Miscellaneous Civil Complaint
- RICO (27)
- Other Complaint *(not specified above)* (42)
  - Declaratory Relief Only
  - Injunctive Relief Only *(non-harassment)*
  - Mechanics Lien
  - Other Commercial Complaint Case *(non-tort/non-complex)*
  - Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition
- Partnership and Corporate Governance (21)
- Other Petition *(not specified above)* (43)
  - Civil Harassment
  - Workplace Violence
  - Elder/Dependent Adult Abuse
  - Election Contest
  - Petition for Name Change
  - Petition for Relief From Late Claim
  - Other Civil Petition

SHORT TITLE: Dragan Zaric v. Microsoft Corporation	CASE NUMBER

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☑ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 8-10 ☐ HOURS/ ☑ DAYS

Item II. Select the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

1. Class Actions must be filed in the County Courthouse, Central District.
2. May be filed in Central (Other county, or no Bodily Injury/Property Damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	☐ A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
Auto Tort	Uninsured Motorist (46)	☐ A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	☐ A6070 Asbestos Property Damage ☐ A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
Other Personal Injury/Property Damage/Wrongful Death Tort	Product Liability (24)	☐ A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
Other Personal Injury/Property Damage/Wrongful Death Tort	Medical Malpractice (45)	☐ A7210 Medical Malpractice - Physicians & Surgeons ☐ A7240 Other Professional Health Care Malpractice	1., 2., 4. 1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Other Personal Injury Property Damage Wrongful Death (23)	☐ A7250 Premises Liability (e.g., slip and fall) ☐ A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) ☐ A7270 Intentional Infliction of Emotional Distress ☐ A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 2., 4. 1., 2., 4. 1., 2., 3. 1., 2., 4.
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	☐ A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.
Non-Personal Injury/Property Damage/Wrongful Death Tort	Civil Rights (08)	☐ A6005 Civil Rights/Discrimination	1., 2., 3.
Non-Personal Injury/Property Damage/Wrongful Death Tort	Defamation (13)	☐ A6010 Defamation (slander/libel)	1., 2., 3.
Non-Personal Injury/Property Damage/Wrongful Death Tort	Fraud (16)	☐ A6013 Fraud (no contract)	1., 2., 3.

SHORT TITLE: Dragan Zaric v. Microsoft Corporation	CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons -See Step 3 Above
Non-Personal Injury/Property Damage/ Wrongful Death Tort (Cont'd.)	Professional Negligence (25)	☐ A6017 Legal Malpractice	1., 2., 3.
		☐ A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
	Other (35)	☐ A6025 Other Non-Personal Injury/Property Damage tort	2.,3.
Employment	Wrongful Termination (36)	☑ A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	☐ A6024 Other Employment Complaint Case	1., 2., 3.
		☐ A6109 Labor Commissioner Appeals	10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	☐ A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction)	2., 5.
		☐ A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2., 5.
		☐ A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
		☐ A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
	Collections (09)	☐ A6002 Collections Case-Seller Plaintiff	2., 5., 6.
		☐ A6012 Other Promissory Note/Collections Case	2., 5.
	Insurance Coverage (18)	☐ A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	☐ A6009 Contractual Fraud	1., 2., 3., 5.
		☐ A6031 Tortious Interference	1., 2., 3., 5.
		☐ A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 8.
Real Property	Eminent Domain/Inverse Condemnation (14)	☐ A7300 Eminent Domain/Condemnation Number of parcels______	2.
	Wrongful Eviction (33)	☐ A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	☐ A6018 Mortgage Foreclosure	2., 6.
		☐ A6032 Quiet Title	2., 6.
		☐ A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6.
Unlawful Detainer	Unlawful Detainer-Commercial (31)	☐ A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	☐ A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Drugs (38)	☐ A6022 Unlawful Detainer-Drugs	2., 6.
Judicial Review	Asset Forfeiture (05)	☐ A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	☐ A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

SHORT TITLE: Dragan Zaric v. Microsoft Corporation	CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review (Cont'd.)	Writ of Mandate (02)	☐ A6151 Writ - Administrative Mandamus	2., 8.
		☐ A6152 Writ - Mandamus on Limited Court Case Matter	2.
		☐ A6153 Writ - Other Limited Court Case Review	2.
	Other Judicial Review (39)	☐ A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	☐ A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	☐ A6007 Construction defect	1., 2., 3.
	Claims Involving Mass Tort (40)	☐ A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	☐ A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	☐ A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	☐ A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	☐ A6141 Sister State Judgment	2., 9.
		☐ A6160 Abstract of Judgment	2., 6.
		☐ A6107 Confession of Judgment (non-domestic relations)	2., 9.
		☐ A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
		☐ A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
		☐ A6112 Other Enforcement of Judgment Case	2., 8., 9.
Miscellaneous Civil Complaints	RICO (27)	☐ A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	☐ A6030 Declaratory Relief Only	1., 2., 8.
		☐ A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		☐ A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
		☐ A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.
Miscellaneous Civil Petitions	Partnership Corporation Governance(21)	☐ A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	☐ A6121 Civil Harassment	2., 3., 9.
		☐ A6123 Workplace Harassment	2., 3., 9.
		☐ A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
		☐ A6190 Election Contest	2.
		☐ A6110 Petition for Change of Name	2., 7.
		☐ A6170 Petition for Relief from Late Claim Law	2., 3., 4., 8.
		☐ A6100 Other Civil Petition	2., 9.

SHORT TITLE: Dragan Zaric v. Microsoft Corporation	CASE NUMBER

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE ☐1. ☑2. ☐3. ☐4. ☐5. ☐6. ☐7. ☐8. ☐9. ☐10.			ADDRESS: 13031 W. Jefferson Blvd., Suite 200
CITY: Los Angeles	STATE: CA	ZIP CODE: 90094	

Item IV. *Declaration of Assignment*: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Mosk courthouse in the Central District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subds. (b), (c) and (d)).

Dated: April 5, 2022

(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LACIV 109 (Rev. 01/07), LASC Approved 03-04.
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form FL-935, if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	Reserved for Clerk's File Stamp **FILED** Superior Court of California County of Los Angeles 04/05/2022 Sherri R. Carter, Executive Officer / Clerk of Court By: R. Clifton Deputy
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012	
NOTICE OF CASE ASSIGNMENT **UNLIMITED CIVIL CASE**	
Your case is assigned for all purposes to the judicial officer indicated below.	CASE NUMBER: 22STCV11504

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Teresa A. Beaudet	50					

Given to the Plaintiff/Cross-Complainant/Attorney of Record on 04/05/2022 (Date)

Sherri R. Carter, Executive Officer / Clerk of Court

By R. Clifton, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION
The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES
The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE
A challenge under Code of Civil Procedure Section 170.6 must be made within **15** days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS
Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS
All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS
Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE
A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE
The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS
The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions
Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

*Provisionally Complex Cases
Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.

2019-GEN-014-00

FILED
Superior Court of California
County of Los Angeles

MAY 03 2019

Sherri R. Carter, Executive Officer/Clerk
By ________, Deputy
Rizalinda Mina

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

IN RE LOS ANGELES SUPERIOR COURT – MANDATORY ELECTRONIC FILING FOR CIVIL

FIRST AMENDED GENERAL ORDER

On December 3, 2018, the Los Angeles County Superior Court mandated electronic filing of all documents in Limited Civil cases by litigants represented by attorneys. On January 2, 2019, the Los Angeles County Superior Court mandated electronic filing of all documents filed in Non-Complex Unlimited Civil cases by litigants represented by attorneys. (California Rules of Court, rule 2.253(b).) All electronically filed documents in Limited and Non-Complex Unlimited cases are subject to the following:

1) DEFINITIONS

a) **"Bookmark"** A bookmark is a PDF document navigational tool that allows the reader to quickly locate and navigate to a designated point of interest within a document.

b) **"Efiling Portal"** The official court website includes a webpage, referred to as the efiling portal, that gives litigants access to the approved Electronic Filing Service Providers.

c) **"Electronic Envelope"** A transaction through the electronic service provider for submission of documents to the Court for processing which may contain one or more PDF documents attached.

d) **"Electronic Filing"** Electronic Filing (eFiling) is the electronic transmission to a Court of a document in electronic form. (California Rules of Court, rule 2.250(b)(7).)

e) **"Electronic Filing Service Provider"** An Electronic Filing Service Provider (EFSP) is a person or entity that receives an electronic filing from a party for retransmission to the Court. In the submission of filings, the EFSP does so on behalf of the electronic filer and not as an agent of the Court. (California Rules of Court, rule 2.250(b)(8).)

f) **"Electronic Signature"** For purposes of these local rules and in conformity with Code of Civil Procedure section 17, subdivision (b)(3), section 34, and section 1010.6, subdivision (b)(2), Government Code section 68150, subdivision (g), and California Rules of Court, rule 2.257, the term "Electronic Signature" is generally defined as an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record.

g) **"Hyperlink"** An electronic link providing direct access from one distinctively marked place in a hypertext or hypermedia document to another in the same or different document.

h) **"Portable Document Format"** A digital document format that preserves all fonts, formatting, colors and graphics of the original source document, regardless of the application platform used.

2) MANDATORY ELECTRONIC FILING

a) Trial Court Records

Pursuant to Government Code section 68150, trial court records may be created, maintained, and preserved in electronic format. Any document that the Court receives electronically must be clerically processed and must satisfy all legal filing requirements in order to be filed as an official court record (California Rules of Court, rules 2.100, et seq. and 2.253(b)(6)).

b) Represented Litigants

Pursuant to California Rules of Court, rule 2.253(b), represented litigants are required to electronically file documents with the Court through an approved EFSP.

c) Public Notice

The Court has issued a Public Notice with effective dates the Court required parties to electronically file documents through one or more approved EFSPs. Public Notices containing effective dates and the list of EFSPs are available on the Court's website, at www.lacourt.org.

d) Documents in Related Cases

Documents in related cases must be electronically filed in the eFiling portal for that case type if electronic filing has been implemented in that case type, regardless of whether the case has been related to a Civil case.

3) EXEMPT LITIGANTS

a) Pursuant to California Rules of Court, rule 2.253(b)(2), self-represented litigants are exempt from mandatory electronic filing requirements.

b) Pursuant to Code of Civil Procedure section 1010.6, subdivision (d)(3) and California Rules of Court, rule 2.253(b)(4), any party may make application to the Court requesting to be excused from filing documents electronically and be permitted to file documents by conventional means if the party shows undue hardship or significant prejudice.

4) EXEMPT FILINGS

a) The following documents shall not be filed electronically:

i) Peremptory Challenges or Challenges for Cause of a Judicial Officer pursuant to Code of Civil Procedure sections 170.6 or 170.3;

ii) Bonds/Undertaking documents;

iii) Trial and Evidentiary Hearing Exhibits

iv) Any ex parte application that is filed concurrently with a new complaint including those that will be handled by a Writs and Receivers department in the Mosk courthouse; and

v) Documents submitted conditionally under seal. The actual motion or application shall be electronically filed. A courtesy copy of the electronically filed motion or application to submit documents conditionally under seal must be provided with the documents submitted conditionally under seal.

b) Lodgments

Documents attached to a Notice of Lodgment shall be lodged and/or served conventionally in paper form. The actual document entitled, "Notice of Lodgment," shall be filed electronically.

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5) ELECTRONIC FILING SYSTEM WORKING PROCEDURES

Electronic filing service providers must obtain and manage registration information for persons and entities electronically filing with the court.

6) TECHNICAL REQUIREMENTS

a) Electronic documents must be electronically filed in PDF, text searchable format **when** technologically feasible without impairment of the document's image.

b) The table of contents for any filing must be bookmarked.

c) Electronic documents, including but not limited to, declarations, proofs of service, and exhibits, must be bookmarked within the document pursuant to California Rules of Court, rule 3.1110(f)(4). Electronic bookmarks must include links to the first page of each bookmarked item (e.g. exhibits, declarations, deposition excerpts) and with bookmark titles that identify the bookedmarked item and briefly describe the item.

d) Attachments to primary documents must be bookmarked. Examples include, but are not limited to, the following:

i) Depositions;

ii) Declarations;

iii) Exhibits (including exhibits to declarations);

iv) Transcripts (including excerpts within transcripts);

v) Points and Authorities;

vi) Citations; and

vii) Supporting Briefs.

e) Use of hyperlinks within documents (including attachments and exhibits) is strongly encouraged.

f) Accompanying Documents

Each document acompanying a single pleading must be electronically filed as a **separate** digital PDF document.

g) Multiple Documents

Multiple documents relating to one case can be uploaded in one envelope transaction.

h) Writs and Abstracts

Writs and Abstracts must be submitted as a separate electronic envelope.

i) Sealed Documents

If and when a judicial officer orders documents to be filed under seal, those documents must be filed electronically (unless exempted under paragraph 4); the burden of accurately designating the documents as sealed at the time of electronic submission is the submitting party's responsibility.

j) Redaction

Pursuant to California Rules of Court, rule 1.201, it is the submitting party's responsibility to redact confidential information (such as using initials for names of minors, using the last four digits of a social security number, and using the year for date of birth) so that the information shall not be publicly displayed.

7) ELECTRONIC FILING SCHEDULE

a) Filed Date

i) Any document received electronically by the court between 12:00 am and 11:59:59 pm shall be deemed to have been effectively filed on that court day if accepted for filing. Any document received electronically on a non-court day, is deemed to have been effectively filed on the next court day if accepted. (California Rules of Court, rule 2.253(b)(6); Code Civ. Proc. § 1010.6(b)(3).)

ii) Notwithstanding any other provision of this order, if a digital document is not filed in due course because of: (1) an interruption in service; (2) a transmission error that is not the fault of the transmitter; or (3) a processing failure that occurs after receipt, the Court may order, either on its own motion or by noticed motion submitted with a declaration for Court consideration, that the document be deemed filed and/or that the document's filing date conform to the attempted transmission date.

8) EX PARTE APPLICATIONS

a) Ex parte applications and all documents in support thereof must be electronically filed no later than 10:00 a.m. the court day before the ex parte hearing.

b) Any written opposition to an ex parte application must be electronically filed by 8:30 a.m. the day of the ex parte hearing. A printed courtesy copy of any opposition to an ex parte application must be provided to the court the day of the ex parte hearing.

9) PRINTED COURTESY COPIES

a) For any filing electronically filed two or fewer days before the hearing, a courtesy copy must be delivered to the courtroom by 4:30 p.m. the same business day the document is efiled. If the efiling is submitted after 4:30 p.m., the courtesy copy must be delivered to the courtroom by 10:00 a.m. the next business day.

b) Regardless of the time of electronic filing, a printed courtesy copy (along with proof of electronic submission) is required for the following documents:

i) Any printed document required pursuant to a Standing or General Order;

ii) Pleadings and motions (including attachments such as declarations and exhibits) of 26 pages or more;

iii) Pleadings and motions that include points and authorities;

iv) Demurrers;

v) Anti-SLAPP filings, pursuant to Code of Civil Procedure section 425.16;

vi) Motions for Summary Judgment/Adjudication; and

vii) Motions to Compel Further Discovery.

c) Nothing in this General Order precludes a Judicial Officer from requesting a courtesy copy of additional documents. Courtroom specific courtesy copy guidelines can be found at www.lacourt.org on the Civil webpage under "Courtroom Information."

10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS

a) Fees and costs associated with electronic filing must be waived for any litigant who has received a fee waiver. (California Rules of Court, rules 2.253(b)(), 2.258(b), Code Civ. Proc. § 1010.6(d)(2).)

b) Fee waiver applications for waiver of court fees and costs pursuant to Code of Civil Procedure section 1010.6, subdivision (b)(6), and California Rules of Court, rule 2.252(f), may be electronically filed in any authorized action or proceeding.

11) SIGNATURES ON ELECTRONIC FILING

For purposes of this General Order, all electronic filings must be in compliance with California Rules of Court, rule 2.257. This General Order applies to documents filed within the Civil Division of the Los Angeles County Superior Court.

This First Amended General Order supersedes any previous order related to electronic filing, and is effective immediately, and is to remain in effect until otherwise ordered by the Civil Supervising Judge and/or Presiding Judge.

DATED: May 3, 2019

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

KEVIN C. BRAZILE
Presiding Judge

Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.

CROSS-COMPLAINANTS must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

What is ADR?

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

Advantages of ADR

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees, and witness fees.
- **Keeps Control** (with the parties): Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

Disadvantages of ADR

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial:** ADR does not provide a public trial or a decision by a judge or jury.

Main Types of ADR

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.

2. **Mediation:** In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

    Mediation may be appropriate when the parties
    - want to work out a solution but need help from a neutral person.
    - have communication problems or strong emotions that interfere with resolution.

    Mediation may not be appropriate when the parties
    - want a public trial and want a judge or jury to decide the outcome.
    - lack equal bargaining power or have a history of physical/emotional abuse.

How to Arrange Mediation in Los Angeles County

Mediation for **civil cases** is voluntary and parties may select any mediator they wish. Options include:

a. **The Civil Mediation Vendor Resource List**
If all parties in an active civil case agree to mediation, they may contact these organizations to request a "Resource List Mediation" for mediation at reduced cost or no cost (for selected cases).

- **ADR Services, Inc.** Case Manager Elizabeth Sanchez, elizabeth@adrservices.com (949) 863-9800
- **JAMS, Inc.** Assistant Manager Reggie Joseph, RJoseph@jamsadr.com (310) 309-6209
- **Mediation Center of Los Angeles** Program Manager info@mediationLA.org (833) 476-9145

These organizations cannot accept every case and they may decline cases at their discretion. They may offer online mediation by video conference for cases they accept. Before contacting these organizations, review important information and FAQs at www.lacourt.org/ADR.Res.List

NOTE: The Civil Mediation Vendor Resource List program does not accept family law, probate or small claims cases.

b. **Los Angeles County Dispute Resolution Programs**
https://hrc.lacounty.gov/wp-content/uploads/2020/05/DRP-Fact-Sheet-23October19-Current-as-of-October-2019-1.pdf

Day of trial mediation programs have been paused until further notice.

Online Dispute Resolution (ODR). Parties in small claims and unlawful detainer (eviction) cases should carefully review the Notice and other information they may receive about (ODR) requirements for their case.

c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit http://www.courts.ca.gov/programs-adr.htm

4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit http://www.lacourt.org/division/civil/C10047.aspx

Los Angeles Superior Court ADR website: http://www.lacourt.org/division/civil/C10109.aspx
For general information and videos about ADR, visit http://www.courts.ca.gov/programs-adr.htm

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

Superior Court of California
County of Los Angeles

Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section

Consumer Attorneys
Association of Los Angeles

Southern California
Defense Counsel

Association of
Business Trial Lawyers

California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆Los Angeles County Bar Association Litigation Section◆

◆ Los Angeles County Bar Association Labor and Employment Law Section◆

◆Consumer Attorneys Association of Los Angeles◆

◆Southern California Defense Counsel◆

◆Association of Business Trial Lawyers◆

◆California Employment Lawyers Association◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION – EARLY ORGANIZATIONAL MEETING		CASE NUMBER:

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following*:

   a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?

   b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");

   c. Exchange of names and contact information of witnesses;

   d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;

   e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;

   f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;

   g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:	CASE NUMBER:

discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;

i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at ***www.lacourt.org*** under "*Civil*" and then under "*General Information*").

2. The time for a defending party to respond to a complaint or cross-complaint will be extended to ____________________ (INSERT DATE) for the complaint, and ____________________ (INSERT DATE) for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at *www.lacourt.org* under "*Civil*", click on "*General Information*", then click on "*Voluntary Efficient Litigation Stipulations*".

3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.

4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

________________________ ➤ ________________________
(TYPE OR PRINT NAME) (ATTORNEY FOR PLAINTIFF)

Date:

________________________ ➤ ________________________
(TYPE OR PRINT NAME) (ATTORNEY FOR DEFENDANT)

Date:

________________________ ➤ ________________________
(TYPE OR PRINT NAME) (ATTORNEY FOR DEFENDANT)

Date:

________________________ ➤ ________________________
(TYPE OR PRINT NAME) (ATTORNEY FOR DEFENDANT)

Date:

________________________ ➤ ________________________
(TYPE OR PRINT NAME) (ATTORNEY FOR ____________)

Date:

________________________ ➤ ________________________
(TYPE OR PRINT NAME) (ATTORNEY FOR ____________)

Date:

________________________ ➤ ________________________
(TYPE OR PRINT NAME) (ATTORNEY FOR ____________)

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NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION – DISCOVERY RESOLUTION		CASE NUMBER:

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.

2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.

3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:

   a. The party requesting the Informal Discovery Conference will:

      i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;

      ii. Include a brief summary of the dispute and specify the relief requested; and

      iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.

   b. Any Answer to a Request for Informal Discovery Conference must:

      i. Also be filed on the approved form (copy attached);

      ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:	CASE NUMBER:

iii. Be filed within two (2) court days of receipt of the Request; and

iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.

c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.

d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.

e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.

4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.

5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.

   It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).

6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.

7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.

8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:

The following parties stipulate:

Date:

_________________________ ➤ _________________________
(TYPE OR PRINT NAME) (ATTORNEY FOR PLAINTIFF)

Date:

_________________________ ➤ _________________________
(TYPE OR PRINT NAME) (ATTORNEY FOR DEFENDANT)

Date:

_________________________ ➤ _________________________
(TYPE OR PRINT NAME) (ATTORNEY FOR DEFENDANT)

Date:

_________________________ ➤ _________________________
(TYPE OR PRINT NAME) (ATTORNEY FOR DEFENDANT)

Date:

_________________________ ➤ _________________________
(TYPE OR PRINT NAME) (ATTORNEY FOR _______________)

Date:

_________________________ ➤ _________________________
(TYPE OR PRINT NAME) (ATTORNEY FOR _______________)

Date:

_________________________ ➤ _________________________
(TYPE OR PRINT NAME) (ATTORNEY FOR _______________)

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NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)		CASE NUMBER:

1. This document relates to:
   - ☐ Request for Informal Discovery Conference
   - ☐ Answer to Request for Informal Discovery Conference
2. Deadline for Court to decide on Request: ________________ (insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold Informal Discovery Conference: ________________ (insert date 20 calendar days following filing of the Request).
4. **For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.**

INFORMAL DISCOVERY CONFERENCE
(pursuant to the Discovery Resolution Stipulation of the parties)

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NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION AND ORDER – MOTIONS IN LIMINE		CASE NUMBER:

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.

2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:

   a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.

   b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.

3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:

The following parties stipulate:

Date:

_______________________ ➢ _______________________
(TYPE OR PRINT NAME) (ATTORNEY FOR PLAINTIFF)

Date:

_______________________ ➢ _______________________
(TYPE OR PRINT NAME) (ATTORNEY FOR DEFENDANT)

Date:

_______________________ ➢ _______________________
(TYPE OR PRINT NAME) (ATTORNEY FOR DEFENDANT)

Date:

_______________________ ➢ _______________________
(TYPE OR PRINT NAME) (ATTORNEY FOR DEFENDANT)

Date:

_______________________ ➢ _______________________
(TYPE OR PRINT NAME) (ATTORNEY FOR _______________)

Date:

_______________________ ➢ _______________________
(TYPE OR PRINT NAME) (ATTORNEY FOR _______________)

Date:

_______________________ ➢ _______________________
(TYPE OR PRINT NAME) (ATTORNEY FOR _______________)

THE COURT SO ORDERS.

Date: _______________________ _______________________
JUDICIAL OFFICER

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FILED
LOS ANGELES SUPERIOR COURT
MAY 11 2011
JOHN A. CLARKE, CLERK
N. Navarro
BY NANCY NAVARRO, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

General Order Re Use of Voluntary Efficient Litigation Stipulations	))))))	ORDER PURSUANT TO CCP 1054(a), EXTENDING TIME TO RESPOND BY 30 DAYS WHEN PARTIES AGREE TO EARLY ORGANIZATIONAL MEETING STIPULATION

Whereas the Los Angeles Superior Court and the Executive Committee of the Litigation Section of the Los Angeles County Bar Association have cooperated in drafting "Voluntary Efficient Litigation Stipulations" and in proposing the stipulations for use in general jurisdiction civil litigation in Los Angeles County;

Whereas the Los Angeles County Bar Association Litigation Section; the Los Angeles County Bar Association Labor and Employment Law Section; the Consumer Attorneys Association of Los Angeles; the Association of Southern California Defense Counsel; the Association of Business Trial Lawyers of Los Angeles; and the California Employment Lawyers Association all "endorse the goal of promoting efficiency in litigation, and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases;"

Whereas the Early Organizational Meeting Stipulation is intended to encourage cooperation among the parties at an early stage in litigation in order to achieve litigation efficiencies;

Whereas it is intended that use of the Early Organizational Meeting Stipulation will promote economic case resolution and judicial efficiency;

Whereas, in order to promote a meaningful discussion of pleading issues at the Early Organizational Meeting and potentially to reduce the need for motions to challenge the pleadings, it is necessary to allow additional time to conduct the Early Organizational Meeting before the time to respond to a complaint or cross complaint has expired;

Whereas Code of Civil Procedure section 1054(a) allows a judge of the court in which an action is pending to extend for not more than 30 days the time to respond to a pleading "upon good cause shown";

Now, therefore, this Court hereby finds that there is good cause to extend for 30 days the time to respond to a complaint or to a cross complaint in any action in which the parties have entered into the Early Organizational Meeting Stipulation. This finding of good cause is based on the anticipated judicial efficiency and benefits of economic case resolution that the Early Organizational Meeting Stipulation is intended to promote.

IT IS HEREBY ORDERED that, in any case in which the parties have entered into an Early Organizational Meeting Stipulation, the time for a defending party to respond to a complaint or cross complaint shall be extended by the 30 days permitted by Code of Civil Procedure section 1054(a) without further need of a specific court order.

DATED: May 11, 2011

Carolyn B. Kuhl, Supervising Judge of the Civil Departments, Los Angeles Superior Court